SUPPRESSED

FILED
AUG 17 2016
U.S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)
Plaintiff,)
v.) No.
DAVID JOHN WHITMAN,) 4:16CR366 JAR/NCC
Defendant.)

INDICTMENT

Count 1

The Grand Jury charges:

Beginning on or about June 10, 2013, and continuing until on or about June 9, 2014, in the Eastern District of Missouri and elsewhere,

DAVID JOHN WHITMAN,

the defendant herein, knowingly and with intent to defraud, effected transactions with an access device, that is, a credit card issued to TGG, a company located in St. Louis, Missouri, where David John Whitman, the defendant herein, was employed, to receive things of value the aggregate value of which was $1,000 or more, with said conduct affecting interstate commerce.

In violation of Title 18, United States Code, Section 1029(a)(5).

Count 2

The Grand Jury charges:

1. Beginning on or about August 24, 2011, and continuing until on or about June 13, 2014, in the Eastern District of Missouri,

DAVID JOHN WHITMAN,

the defendant herein, devised a scheme and artifice:

(a) to defraud Bank of America, NA, a financial institution, that is, a bank whose deposits were insured by the Federal Deposit Insurance Corporation, and

(b) to obtain moneys owned by and under the custody and control of Bank of America, NA, a financial institution, that is, a bank whose deposits were insured by the Federal Deposit Insurance Corporation, by means of material false and fraudulent pretenses, representations and promises.

2. It was part of the scheme and artifice that:

(a) At all times pertinent herein, David John Whitman, the defendant herein, was employed at TGG, a company located in St. Louis, Missouri, as Managing Director. As part of his duties as Managing Director of TGG, David John Whitman, the defendant herein, was authorized to write checks on a bank account of TGG at Bank of America, NA, in order to pay expenses incurred by TGG in the course of its ordinary business operations. David John Whitman, the defendant herein, was given a signature stamp which contained the name of the owner of TGG to stamp the signature of the owner of TGG on checks which David John Whitman, the defendant herein, was authorized to write on behalf of TGG.

(b) On four occasions between on or about August 24, 2011, and on or about June 13, 2014, David John Whitman, the defendant herein, without authorization from TGG, wrote checks on a bank account of TGG at Bank of America, NA which he made payable to himself, and on which he stamped the name of the owner of TGG. The total amount of these unauthorized checks was in excess of $22,000.

(c) David John Whitman, the defendant herein, endorsed each of these unauthorized checks by signing his name on the reverse side of such checks. David John Whitman, the defendant herein, presented each of these checks for payment at various banks and financial institutions, including Bank of America, NA.

3. It was further a part of the scheme and artifice to defraud and to obtain money by means of material false and fraudulent pretenses, representations and promises that David John Whitman, the defendant herein, represented to Bank of America, NA, that the proceeds of the checks drawn on an account of TGG which David John Whitman, the defendant herein, made payable to himself without authorization rightfully belonged to him, and that he was authorized by TGG to negotiate these checks, whereas in truth in fact, as David John Whitman, the defendant herein, well knew, the proceeds of such checks did not belong to him, and he was not authorized by TGG to negotiate these checks.

4. On or about August 24, 2011, in the Eastern District of Missouri,

DAVID JOHN WHITMAN,

the defendant herein, knowingly executed and attempted to execute this scheme and artifice to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations and promises, by presenting to Bank of America, NA for payment Check No. 2604 from a bank account of TGG at Bank of America, NA, in the amount of $6,426.13, which was dated August 24, 2011, and which was made payable to David John Whitman, the defendant herein, without authorization from TGG, and by obtaining cash from Bank of America, NA in the amount of $6,426.13 in exchange for such check.

In violation of Title 18, United States Code, Section 1344.

Count 3

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 3 of Count 2.

2. On or about May 18, 2012, in the Eastern District of Missouri,

DAVID JOHN WHITMAN,

the defendant herein, knowingly executed and attempted to execute this scheme and artifice to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations and promises, by presenting to Bank of America, NA for payment Check No. 2682 from a bank account of TGG at Bank of America, NA, in the amount of $2,950.12, which was dated May 18, 2012, and which was made payable to David John Whitman, the defendant herein, without authorization from TGG, and by obtaining cash from Bank of America, NA in the amount of $2,950.12 in exchange for such check.

In violation of Title 18, United States Code, Section 1344.

Count 4

The Grand Jury charges:

1. Beginning on or about August 25, 2013, and continuing until on or about August 31, 2014, in the Eastern District of Missouri, and elsewhere,

DAVID JOHN WHITMAN,

the defendant herein, devised a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises from TGG, a company located in St. Louis, Missouri, where David John Whitman, the defendant herein, was employed.

2. At all times pertinent herein, David John Whitman, the defendant herein, was employed by TGG, a company located in St. Louis, Missouri, as Managing Director. As part of

his duties as Managing Director of TGG, David John Whitman, the defendant herein, was responsible for preparing TGG's payroll information, and sending such information by electronic means to Paychex, Inc., a payroll processing company located in the state of New York.

3. The payroll information for TGG which David John Whitman, the defendant herein, prepared and sent to Paychex, Inc. consisted of the names of each employee of TGG, and the amount which such employee was to be compensated for each monthly pay period. Paychex, Inc. computed the amounts which were to be withheld from each employee's compensation for taxes, and caused the net amount of each employee's compensation to be direct deposited into a bank account of the employee. Paychex, Inc. would send an email from its headquarters in the state of New York to David John Whitman, the defendant herein, at his office at TGG in St. Louis, Missouri, when Paychex, Inc. completed processing the payroll of TGG for each monthly pay period. This email stated that payroll reports and an invoice for the pay period were available.

4. Beginning on or about January 1, 2013, the gross compensation of David John Whitman, the defendant herein, at TGG was the sum of $4,750.00 per month, plus quarterly bonuses. On or about August 25, 2013, David John Whitman, the defendant herein, did not include himself as one of the employees of TGG who were entitled to compensation during the monthly pay period beginning on August 1, 2013, and ending on August 31, 2013, on the payroll information for TGG which David John Whitman, the defendant herein, submitted to Paychex, Inc.

5. On or about September 13, 2013, David John Whitman, the defendant herein, falsely and fraudulently submitted payroll information to Paychex, Inc. which provided that David John Whitman, the defendant herein, was to receive gross compensation from TGG in the amount of $7,500.00 for the period beginning on August 1, 2013, and continuing until August 31, 2013.

However, David John Whitman, the defendant herein, was not authorized by TGG to receive gross compensation from TGG in the amount of $7,500.00 for the monthly pay period beginning on August 1, 2013, and continuing until August 31, 2013, but rather, David John Whitman, the defendant herein, was authorized only to receive gross compensation from TGG in the amount of $4,750.00 for the monthly pay period beginning on August 1, 2013, and continuing until August 31, 2013.

6. On or about September 24, 2013, David John Whitman, the defendant herein, submitted payroll information to Paychex, Inc. which provided that David John Whitman was to receive gross compensation from TGG in the amount of $4,750.00 for the monthly pay period beginning on September 1, 2013, through September 30, 2013.

7. Beginning with the monthly pay period beginning on December 1, 2013, and continuing through the monthly pay period ending on August 31, 2014, David John Whitman, the defendant herein, falsely and fraudulently submitted payroll information to Paychex, Inc. which overstated the amount of gross compensation which he was to receive from TGG during such periods without authorization from TGG. David John Whitman, the defendant herein was authorized to receive gross compensation from TGG in the amount of $4,750.00 per month during all of the monthly pay periods beginning on December 1, 2013, and continuing through August 31, 2014. David John Whitman, the defendant herein, submitted payroll information to Paychex, Inc. which stated that he was to receive the following amounts of compensation for the particular months set forth below.

MONTHLY PAY PERIOD	AMOUNT
December 2013	$5,000.00
January 2014	$5,000.00

MONTHLY PAY PERIOD	AMOUNT
February 2014	$5,000.00
March 2014	$6,666.66
April 2014	$6,666.00
May 2014	$6,666.66
June 2014	$6,666.66
July 2014	$6,666.66
August 2014	$6,666.66

8. It was further a part of the scheme and artifice to defraud and to obtain money by means of material false and fraudulent pretenses, representations and promises that David John Whitman, the defendant herein, represented to Paychex, Inc. that his gross compensation from TGG for various monthly pay periods beginning in September 2013, and continuing through August 2014, was for various amounts in excess of the $4,750.00 which he was authorized to receive, whereas in truth and in fact, as David John Whitman, the defendant herein, well knew, he was only authorized to receive gross compensation from TGG in the amount of $4,750.00 for each monthly pay period.

9. On or about December 20, 2013, in the Eastern District of Missouri and elsewhere,

DAVID JOHN WHITMAN,

the defendant herein, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain, signs, signals and sounds, that is, an email communication from Paychex, Inc., in Rochester, New York, to David John Whitman, the defendant herein, at the office of TGG, in St. Louis Missouri, which confirmed that payroll reports for TGG for the monthly pay period beginning on December 1, 2013, and continuing until December 31, 2013 were available, and that an invoice for services provided by Paychex, Inc. to TGG for this pay period was also available.

In violation of Title 18, United States Code Section 1343.

Count 5

The Grand Jury charges:

1. The Grand jury realleges and incorporates herein by reference paragraphs 1 through 8 of Count 4.

2. On or about March 25, 2014, in the Eastern District of Missouri and elsewhere,

DAVID JOHN WHITMAN,

the defendant herein, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain, signs, signals and sounds, that is, an email communication from Paychex, Inc., in Rochester, New York, to David John Whitman, the defendant herein, at the office of TGG, in St. Louis Missouri, which confirmed that payroll reports for TGG for the monthly pay period beginning on March 1, 2014, and continuing until March 31, 2014 were available, and that an invoice for services provided by Paychex, Inc. to

TGG for this pay period was also available.

In violation of Title 18, United States Code, Section 1343.

A TRUE BILL.

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FOREPERSON

RICHARD G. CALLAHAN
United States Attorney

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STEVEN A. MUCHNICK
Assistant United States Attorney